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RECORDING REQUESTED BY:

City of Santa Clara
1500 Warburton Avenue
Santa Clara, California 95050

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
Region 2
700 Heinz Avenue, Suite 200
Berkeley, CA 94710
Attn: Barbara J. Cook, P.E., Chief
Northern California
Operations Branch Coastal Cleanup

BRENDA DAVIS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
City

RDE # 004
11/20/2003
10:37 AM

**COVENANT TO RESTRICT USE OF PROPERTY
ENVIRONMENTAL RESTRICTION**

**YERBA BUENA WAY
SANTA CLARA GATEWAY SITE
SANTA CLARA, CALIFORNIA**

This Covenant and Agreement ("Covenant") is made by ~~and between~~ the City of Santa Clara (the "Covenantor"), the ~~current~~ owner of the property situated in Santa Clara, County of Santa Clara, State of California, described in Exhibit A, attached hereto and incorporated herein by ~~this~~ reference (the "~~Property~~"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471(c), the Department ~~has determined~~ that ~~this~~ Covenant is reasonably necessary to protect present or future human health or ~~safety or~~ the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code ("H&SC") section 25260. The Covenantor and the Department, collectively referred to as the "Parties", hereby ~~agree~~ that the use of the ~~Property~~ be restricted as set forth in ~~this~~ Covenant. Excluded from the restriction are utility trenches along and across Yerba Buena Way more particularly ~~described~~ in the "Exceptions" in Exhibit A.

ARTICLE I
STATEMENT OF FACTS

1.01. The Property, totaling approximately **3.5** acres is more particularly described and depicted in Exhibit “A”, attached hereto and incorporated herein by ~~this~~ reference. The Property is a flat, paved city street, located between Lafayette Street and Great America Parkway, County of Santa Clara, State of California.

1.02. The Property is ~~within~~ the **Santa Clara Gateway** site (the “Site”). The Site is being remediated pursuant to a Remedial Action Plan pursuant to Chapter 6.8 of Division **20** of the H&SC, under the oversight of the Department. Because hazardous substances, ~~as~~ defined in H&SC section **25316**, which ~~are~~ also hazardous materials ~~as~~ defined in H&SC Section **25260**, including polycyclic aromatic hydrocarbons (**PAHs**), ~~remain~~ in ~~soil~~ underneath the Property, the Remedial Action Plan provided that a deed restriction would be required ~~as~~ part of the site remediation. The Department circulated the Remedial Action Plan together ~~with~~ a draft Negative Declaration pursuant to the California Environmental Quality Act, Public Resources Code section ~~21000~~ et ~~seq.~~ for public review and comment. ~~The~~ Remedial Action Plan and the Negative Declaration were approved by the Department on May **30, 2001**. Remedial actions at the Property included excavation of contaminated soils ~~from~~ the utility corridors described in Exhibit A. With those exceptions, soils remaining under Yerba Buena Way are contaminated. The Yerba Buena Way pavement serves ~~as~~ a cap for these remaining soils. The operation and maintenance of the pavement is required pursuant to ~~an~~ Operation and Maintenance Plan incorporated into the Operation and Maintenance Agreement between the City of Santa Clara ~~and~~ the Department dated November **10, 2003**.

1.03. As detailed in the Remedial Action Plan approved by the Department on May **30, 2001**, the subsurface soils within 10 feet of the surface of ~~the~~ pavement contain hazardous substances, ~~as~~ defined in H&SC section **25316**, which include PAHs detected at concentrations exceeding residential cleanup levels. Groundwater at the Property is found approximately **15** feet

below ground surface. Groundwater sampling analytical results shows no contamination. Based on the current condition, the Department concluded that the use of the Property as a residence, hospital, school for persons under the age of 21 or day care center would entail an unacceptable cancer risk. The Department further concluded that the Property, as mediated, and subject to the restrictions of this Covenant, does not present an unacceptable threat to human safety or the environment.

ARTICLE II

DEFINITIONS

2.01. **Department** “Department” means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.02. **Owner** “Owner” means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.

2.03. **Occupant** “Occupant” means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

ARTICLE III

GENERAL PROVISIONS

3.01. **Restrictions to Run with the Land.** This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as “Restrictions”), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the land pursuant to H&SC section 25355.5 (a) (1) (C) and Civil Code section 1471; (b)

~~inures~~ to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by the Department, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. Pursuant to H&SC section 25355.5(a) (1) (C), this Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471 (b), all successive owners of the Property are expressly bound hereby for the benefit of the Department.

3.03. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease or sublease of the Property, or any portion thereof, the owner, lessor, or sublessor shall give the buyer, lessees, or sublessee notice that hazardous substances are located on or beneath the Property, as required by H&SC section 25359.7.

3.04. Incorporation into Deeds and Leases. The Restrictions set forth herein shall be incorporated by reference in each and all deeds and leases for any portion of the Property.

3.05. Conveyance of Property. The Owner shall provide notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances). The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

ARTICLE IV
RESTRICTIONS

4.01. Prohibited Uses. The Property shall not be used for any of ~~the~~ following purposes:

- (a) A residence, including **any** mobile home or factory built housing, constructed or installed for use **as** residential human habitation.
- (b) A hospital for humans.
- (c) A public or private school for persons under **21** years of age.
- (d) A day care center for children.

4.02. Soil Management.

- (a) **No activities** that will disturb the soil below the pavement (~~e.g.~~, excavation, grading, removal, trenching, filling, ~~earth~~ movement or **mining**) shall be allowed on the **Property** without a Soil Management **Plan** and a Health and Safety Plan approved by the Department.
- (b) Any contaminated soils brought to the **surface** by **grading**, excavation, trenching or **backfilling** shall be managed in accordance with all applicable provisions of **state** and federal **law**.
- (c) The **Owner** shall provide ~~the Department written~~ notice at least fourteen (**14**) days prior to any building, filling, **grading**, **mining** or excavating in **the** Property.

4.03. Non-Interference with the pavement

Covenantor agrees:

- (a) Activities ~~that~~ may **disturb** the pavement (~~e.g.~~ excavation, grading, removal, trenching, filling, earth movement, or **mining**) shall not be **permitted** without prior

review and ~~approval~~ by the Department.

- (b) All ~~uses~~ and development ~~of~~ the Property shall preserve the integrity of the pavement.
- (c) The pavement shall not be altered without written approval by the Department.
- (d) Covenantor shall **notify** the Department **of** each of the following: (i) The type, cause, location and ~~date~~ of any disturbance to the pavement that could affect the ability of the pavement to contain subsurface hazardous wastes or hazardous materials in the Property, and (ii) the type and date of repair of such disturbance. Notification to the Department shall be made ~~as~~ provided below within ten (10) working ~~days~~ of both the discovery ~~of~~ any such **disturbance** and the completion ~~of~~ any repairs. Timely and accurate notification by **any Owner** or Occupant shall ~~satisfy this requirement on behalf of~~ all other **Owners** and Occupants.

4.04. **Access for Department.** The Department shall have reasonable right of entry and ~~access to~~ the Property ~~for~~ inspection, monitoring, and other activities consistent with the purposes ~~of this Covenant as~~ deemed ~~necessary~~ by the Department in order to protect the public health or safety, or ~~the~~ environment.

4.05. **Access for Implementing O&M.** The entity or person responsible ~~for~~ implementing the Operation and Maintenance Agreement shall have reasonable right of entry ~~and access to the Property for the purpose of~~ implementing the Operation and Maintenance Agreement until the Department ~~determines~~ that no further ~~Operation and Maintenance~~ is required.

ARTICLE V

ENFORCEMENT

5.01 **Enforcement.** Failure of the Covenantor ~~or~~ Owner to comply with any ~~of~~ the Restrictions specifically applicable to it shall be ~~grounds~~ for the Department to require ~~that~~ the

Covenantor or Owner modify or remove any improvements ("Improvements" herein shall mean all buildings, roads, driveways, and paved parking areas) constructed or placed upon any portion of the Property in violation of the Restrictions. Violation of ~~this~~ Covenant shall be grounds for the Department to file civil or criminal actions as provided by law.

ARTICLE VI

VARIANCE. TERMINATION. AND TERM

6.01. Variance. Covenantor, or any other aggrieved person, may apply to the Department for a written variance from the provisions of ~~this~~ Covenant. Such application shall be ~~made in~~ accordance with H&SC section 25233.

6.02. Termination. Covenantor, or any other aggrieved person, may apply to the Department for a termination of the Restrictions or other terms of ~~this~~ Covenant as they apply to all or any portion of the Property. Such application shall be ~~made~~ in accordance with H&SC section 25234.

6.03. Term. Unless ended in accordance with the Termination paragraph above, by law, or by the ~~Department~~ in the exercise of its discretion, ~~this~~ Covenant shall continue in effect in perpetuity.

ARTICLE VII

MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in ~~this~~ Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02. Department References. All references to the Department include successor agencies/departments or other successor entity.

7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Santa Clara within ten (10) days of the Covenantor's receipt of a fully executed original.

7.04. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) When delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested;

To Owner: City of Santa Clara
1500 Warburton Avenue
Santa Clara, California 95050
Attention: Rajeev Batra, City Engineer

To Department: Department of Toxic Substances Control
700 Heinz Avenue, Suite 200
Berkeley, CA 94710
Attention: Barbara J. Cook, P.E., Chief
Northern Coastal Cleanup Operations Branch

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.05 Party Invalidity If any portion of the Restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.06 Statutory References. All statutory references include successor provisions.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor: City of Santa Clara

APPROVED AS TO FORM:

By: Jennifer Sparacino
Title: Jennifer Sparacino, City Manager
Date: 11/3/03

GARY M. BAUM
Assistant City Attorney

ATTEST:

Department of Toxic Substances Control

J. L. Bocyn
City Clerk

By: Barbara J. Cook
Title: Barbara J. Cook, P.E., Chief
North Coast Cleanup Operations Branch
Date: 11/19/2003

California All-Purpose Acknowledgment

STATE OF CALIFORNIA)
) ss
COUNTY OF SANTA CLARA)

On November 4, 2003, before me, Joy Sherman, a Notary Public in and for said County and State, personally appeared Jennifer Sparacino personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, ~~or~~ the entity upon behalf of which ~~the~~ person acted, executed the instrument.



WITNESS my hand and official seal.

Joy Sherman
NOTARY PUBLIC, STATE OF CALIFORNIA

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:
Covenant to Restrict Use of Property-Environmental Restriction-Yerba Buena Way-Santa Clara
Gateway Site- SC 17,839

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

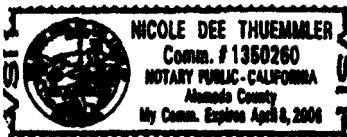
State of California

County of Alameda

On November 19 2003 before me, Nicole Dee Thuemmler Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Barbara J. Cook
Name(s) of Signer(s)

☐ personally known to me -OR- ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Nicole Dee Thuemmler
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) ~~Other~~ Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ individual
- ☐ Corporate Officer
- ☐ Titles(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer ~~is~~ Representing: _____

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer
- ☐ Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer ~~is~~ Representing: _____

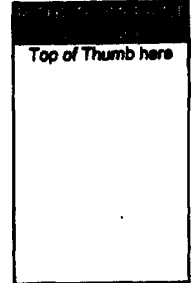
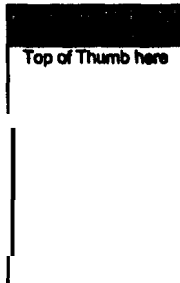


EXHIBIT A

LEGAL DESCRIPTION

(Yerba Buena Way)

A portion of Yerba Buena Way (herein "YBW"), an 84-foot wide right-of-way, as shown on that certain Parcel Map filed for record in Book 737 of Maps, at Pages 1 thru 4, Santa Clara County Records, and being more particularly described as follows:

Beginning at the most northerly corner of Parcel 1 as shown on said parcel map, said corner also being on the southerly right-of-way line of said YBW,

Thence, from said Point of Beginning, North $28^{\circ} 16' 53''$ West, 50.40 feet;

Thence, along the arc of a tangent curve to the left, having a radius of 2839.63 feet, through a central angle of $0^{\circ} 40' 41''$, and an arc length of 33.60 feet to the northerly right-of-way line of said YBW;

Thence, along said northerly line, the following five (5) courses;

1. South $61^{\circ} 30' 44''$ West, 270.56 feet,
2. Along the arc of a tangent curve to the left, concave to the southeast, having a radius of 842.00 feet, through a central angle of $41^{\circ} 52' 19''$, and an arc length of 615.34 feet,
3. South $19^{\circ} 38' 25''$ West, 141.05 feet,
4. Along the arc of a tangent curve to the right, concave to the northwest, having a radius of 358.00 feet, through a central angle of $71^{\circ} 27' 05''$, and an arc length of 446.45 feet,
5. North $88^{\circ} 54' 30''$ West, 19.78 feet;

Thence, leaving said northerly line, South $1^{\circ} 05' 30''$ West, 84.00 feet to the southerly right-of-way line of said YBW;

Thence, along said southerly line, the following four (4) courses;

1. South $88^{\circ} 54' 30''$ East, 19.78 feet,
2. Along the arc of a tangent curve to the left, concave to the northwest, having a radius of 442.00 feet, through a central angle of $71^{\circ} 27' 05''$, and an arc length of 551.20 feet,
3. North $19^{\circ} 38' 25''$ East, 141.05 feet,
4. Along the arc of a tangent curve to the right, concave to the southeast, having a radius of 758.00 feet, through a central angle of $41^{\circ} 52' 19''$, an arc length of 553.95 feet;

Thence, continuing along said southerly line North $61^{\circ} 30' 44''$ East, 270.46 feet to the Point of Beginning.

EXCEPTIONS

(Utility Trenches)

EXCEPTING those certain utility trenches along and across hereinabove described Yerba Buena Way (herein "YBW"), and being more particularly described **as** follows:

WATER

A 2-foot wide strip, the centerline of said strip being parallel to and distant thereon 17.00 feet southerly of, **as** measured at right angles to said northerly line of **YBW**, the westerly and easterly terminus of said strip being the westerly and easterly boundary line of YBW, respectively.

Two (2) 2-foot-Wide strips, the centerlines of said strips being northerly of hereinabove described 2-foot wide water strip **and** perpendicular to said northerly line of YBW **and** distant thereon 341-feet and 1,041-feet **as** measured along the centerline of said **YBW**, **from** the westerly boundary line of hereinabove described YBW. The northerly and southerly terminus of last said strips being the northerly line of said **YBW** and the centerline of **first** hereinabove described 2-foot wide strip, respectively.

Two (2) 2-foot wide **strips**, the centerlines of said strips being southerly of **first** hereinabove described 2-foot wide water **strip** and perpendicular to the southerly line of said **YBW** and distant thereon 661-feet and 1,391-feet **as** measured along the centerline of said YBW, **from** the westerly boundary line of hereinabove described **YBW**. The northerly and southerly terminus of last said strips being the centerline of first hereinabove described 2-foot wide strip and the southerly line of said **YBW**, respectively.

ELECTRIC

Northerly Trench

A 6-foot wide strip, the centerline of said strip being parallel to and distant thereon 7-feet, 6-inches southerly of, **as** measured at right angles to said northerly line of **YBW**, the westerly and easterly terminus of said strip being the westerly and easterly **boundary** of said **YBW**, respectively.

Southerly Trench

A 4-foot Wide strip, the centerline of said strip being more particularly described **as** follows:

Beginning at the westerly boundary line of said YBW, distant thereon North 1° 05' 30" East, 7.50 feet **from** the southerly terminus of said westerly **boundary** line;

Thence, leaving said westerly boundary line, South 88° 54' 30" East, 19.78 feet;

Thence, along the **arc** of a tangent curve to the **left**, concave to the northwest, having a radius of 434.50 feet, **through a** central angle of 7° 07' 16", and an arc length of 471.09 feet;

Thence, **North** 21° 22' 16" East, 41.33 feet;

Thence, North $19^{\circ} 38' 25''$ ~~East~~, 170.18 feet;

Thence, along the arc of a tangent curve to the ~~right~~, concave to the southeast, having a radius of 770.00 feet, through a central angle of $6^{\circ} 03' 17''$, and an arc length of 81.37 feet;

Thence, North $53^{\circ} 15' 23''$ ~~East~~, 9.83 feet;

Thence, along the arc of a non-tangent curve to the ~~right~~, concave to the southeast, having a radius of 765.50 feet, from which a radial line of said ~~curve~~ bears North $63^{\circ} 39' 09''$ West, through a central angle of $35^{\circ} 09' 53''$, and an arc length of 469.82 feet;

Thence, North $61^{\circ} 30' 44''$ East, **270.48** feet to said easterly terminus.

Three (3) **4-foot**, 6-inch wide strips crossing said **YBW** or portion of said **YBW**, the centerlines of said strips being perpendicular to the northerly and southerly line of said **YBW** and distant thereon **491-feet**, **831-feet**, and **1,171-feet** as measured along the centerline of said **YBW**, from the westerly boundary line of hereinabove described **YBW**, the northerly and southerly terminus of said strips being the northerly and southerly line of **YBW**, respectively.

STORM

A 6-foot wide strip, the centerline of said strip being parallel to and distant thereon 35-feet southerly of, as measured at right angles to the northerly line of said **YBW**, the westerly and easterly terminus of said strip being the westerly and easterly boundary line of **YBW**, respectively.

Fourteen (14) 6-foot wide strips, the centerlines of said strips crossing **YBW** at the following distances; 1) **16-feet**, 2) **311-feet**, 3) **708-feet**, 4) **1,111-feet**, 5) **1,405-feet**, and 6) **1,499-feet**, as measured along the centerline of hereinabove said 6-foot wide strip parallel to said **YBW**, from the westerly boundary line of hereinabove described **YBW** and being more particularly described as follows:

- 1) Two (2) 6-foot wide strips, the centerlines of said strips being more particularly described as follows:
 - a) A centerline perpendicular to said northerly line of **YBW**, the northerly and southerly terminus being a point 10-feet southerly, as measured perpendicular to the northerly line of said **YBW** and 10-feet northerly of, as measured perpendicular to the southerly line of said **YBW**, respectively.
 - b) A centerline deflecting 65° to the right, from first hereinabove described 6-foot wide strip, the northerly and southerly terminus being the northerly line and southerly line of said **YBW**.
- 2) Three (3) 6-foot wide strips, the centerlines of said strips being more particularly described as follows:
 - a) A centerline perpendicular to said northerly line of **YBW**, the northerly and southerly terminus being a point 10-feet southerly of, as measured perpendicular to said northerly line of **YBW** and the first hereinabove described 6-foot wide strip, respectively.

- b) A centerline deflecting 120" to the left ~~from~~ first hereinabove described 6-foot wide strip, the northerly and southerly terminus being the northerly line of said YBW ~~and~~ the first hereinabove described 6-foot wide strip, respectively.
 - c) A centerline deflecting 100° to the right from first hereinabove described 6-foot wide strip, the northerly and southerly terminus being the first hereinabove described 6-foot wide strip and the southerly line of said **YBW**, respectively.
- 3) Two (2) 6-foot wide strips, the centerlines of said strips being more particularly described as follows:
 - a) A centerline perpendicular to the southerly line of said YBW, the northerly and southerly terminus being the first hereinabove described 6-foot wide strip and a point 10-feet northerly of, ~~as~~ measured perpendicular to the southerly line of said YBW, respectively.
 - b) A centerline deflecting 120" to the left from first hereinabove described 6-foot wide strip, the northerly and southerly terminus being a point 10-feet southerly of, measured perpendicular to the northerly line of said **YBW** and the first hereinabove described 6-foot wide strip, respectively.
- 4) Three (3) 6-foot wide ~~strips~~, the centerlines of said strips being more particularly described as follows:
 - a) A centerline perpendicular to the southerly line of said **YBW**, the northerly and southerly terminus being the first hereinabove described 6-foot wide strip and a point 10-feet northerly ~~of~~, ~~as~~ measured perpendicular to the southerly line of said YBW, respectively.
 - b) A centerline deflecting 112° to the left from the centerline of first hereinabove described 6-foot wide strip, the northerly and southerly terminus being the northerly line of said YBW and the first hereinabove described 6-foot wide ~~strip~~, respectively.
 - c) A centerline deflecting 115° to the right from the centerline of first hereinabove described 6-foot wide strip, the northerly and southerly terminus being the ~~first~~ hereinabove described 6-foot wide strip and the southerly line of said YBW, respectively.
- 5) Two (2) 6-foot wide strips, the centerlines of said strips being more particularly described as follows:
 - a) A centerline perpendicular to the southerly line of said YBW, the northerly and southerly terminus being the first hereinabove described ~~6-foot~~ wide strip and the southerly line of said **YBW**, respectively.
 - b) A centerline deflecting 112° to the ~~left~~ from the centerline of first hereinabove described 6-foot wide strip, the northerly and southerly terminus being the northerly line of said **YBW** and the first hereinabove described 6-foot wide strip, respectively.
- 6) Two (2) 6-foot wide strips, the centerlines of said strips being more particularly described as follows:
 - a) A centerline being perpendicular to the southerly line of said **YBW**, the northerly and southerly terminus being the first hereinabove described 6-foot wide strip and the southerly line of said **YBW**, respectively.
 - b) A centerline deflecting 95° to the left ~~from~~ the centerline of first hereinabove described 6-foot wide strip, the northerly and southerly terminus being the northerly line of said YBW ~~and~~ the first hereinabove described 6-foot wide strip, respectively.

SANITARY

A 2-foot wide strip, the centerline of said strip **being** parallel ~~to~~ and distant thereon 37-feet northerly of, **as measured at right** angles to said southerly line of **YBW**, the westerly and easterly terminus of said strip **being** the westerly and easterly boundary line of said **YBW**, respectively.

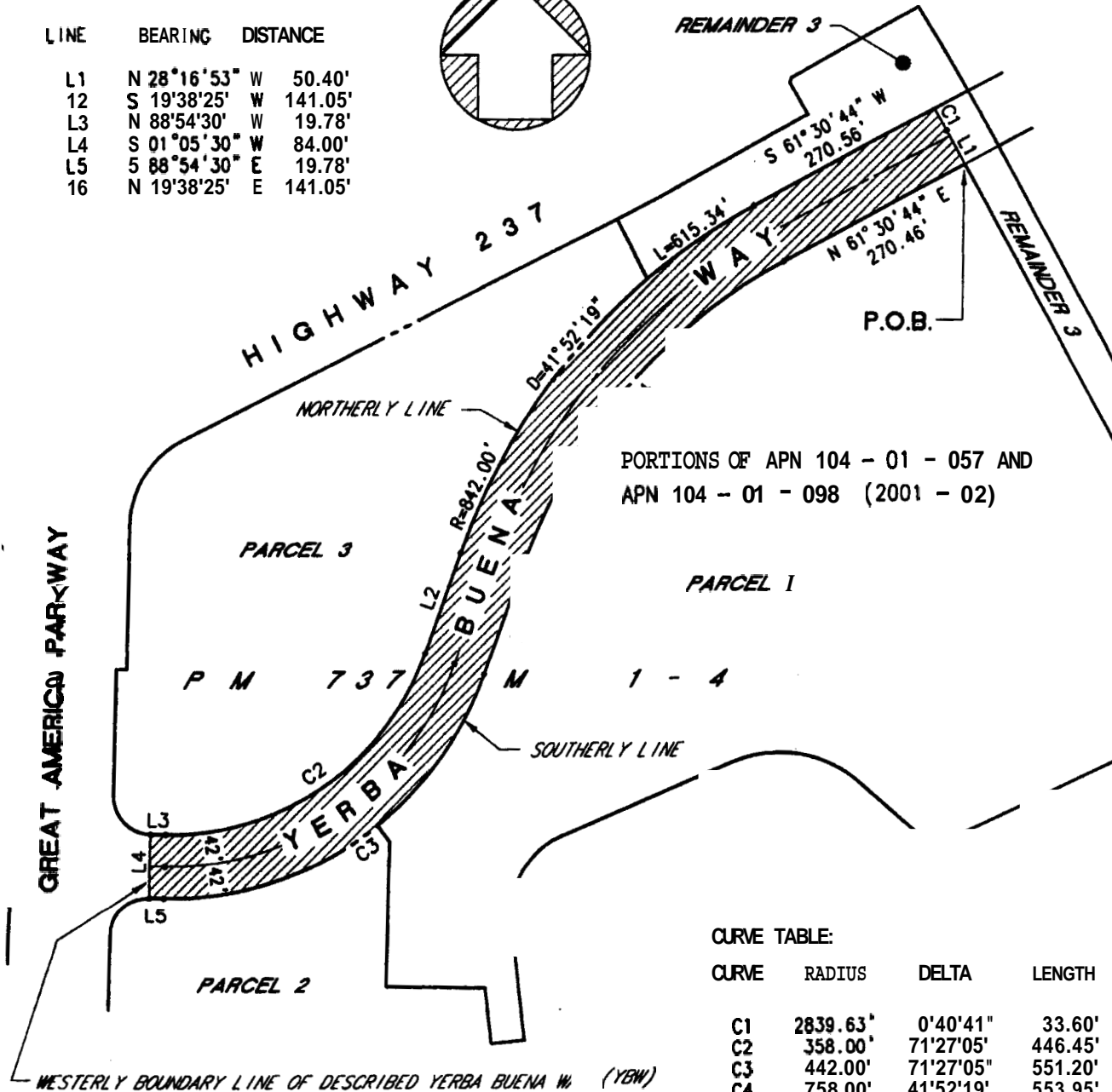
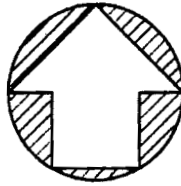
Four (4) 2-foot wide strips crossing **YBW**, the centerlines of said strips **being** perpendicular to said northerly **and** southerly lines of **YBW** and distant thereon 71-feet, **441-feet, 871-feet**, and 1,221-feet **as measured along** the centerline of said **YBW**, **from the** westerly boundary line of hereinabove described **YBW**, the northerly and southerly terminus of said strips **being** the northerly **and** southerly line of **YBW**, respectively.

A 2-foot wide strip crossing a portion of **YBW**, the centerline of said strip **being** perpendicular to said northerly and southerly lines of **YBW**, and distant thereon 1,491-feet **as measured along** the centerline of said **YBW**, **from** the westerly boundary line of hereinabove described **YBW**, the northerly **and** southerly terminus **being the** first hereinabove described 2-foot wide strip and the southerly line of **YBW**, respectively.

Yerba Buena Way is located in the City of Santa Clara, County of Santa Clara, State of California, as shown on Tracing No, 11,278-A, attached hereto and made a part hereof by this reference,

LINE TABLE:

LINE	BEARING	DISTANCE
L1	N 28°16'53" W	50.40'
L2	S 19°38'25" W	141.05'
L3	N 88°54'30" W	19.78'
L4	S 01°05'30" W	84.00'
L5	S 88°54'30" E	19.78'
L6	N 19°38'25" E	141.05'



CURVE TABLE:

CURVE	RADIUS	DELTA	LENGTH
C1	2839.63'	0°40'41"	33.60'
C2	358.00'	71°27'05"	446.45'
C3	442.00'	71°27'05"	551.20'
C4	758.00'	41°52'19"	553.95'

WESTERLY BOUNDARY LINE OF DESCRIBED YERBA BUENA W. (YBW)

SEE PAGES 2 AND 3
FOR LOCATION OF UTILITY
TRENCHES (EXCEPTIONS)

K:\... \AUTOCAD\LPD\NELSON\SC17839 DTSC 200 SCALE.DWG

Revised	ND	4-25-02
Drawn By	ND	4-25-02
Checked By	DJM	6-27-02
Approved By	Steve Yoshino	Date 6-27-02
STEVE YOSHINO DPW/CITY ENGINEER		

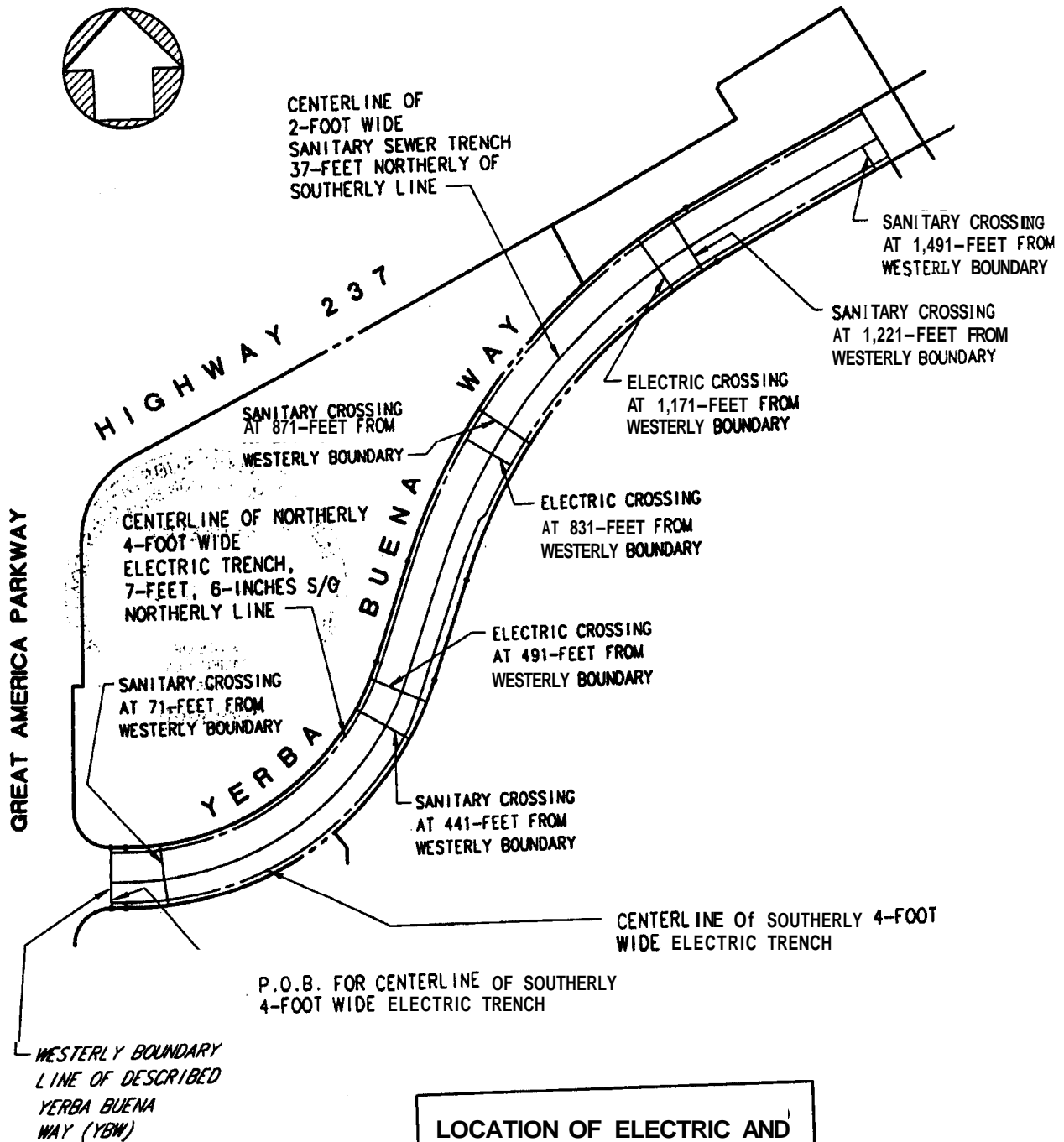
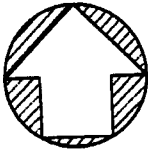
CITY OF SANTA CLARA

PLAT OF LEGAL DESCRIPTION
YERBA BUENA WAY

Scale	1" = 200'
Ref.	SC 17,839
Tracing No.	11,278-A

11,278-A

PAGE 1 OF 3



LOCATION OF ELECTRIC AND
SANITARY SEWER TRENCHES

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Revised		
Drawn By	ND	4-25-02
Checked By	DTM	6-27-02
Approved	Steve Yoshino	Date 6-27-02
STEVE YOSHINO DPW/CITY ENGINEER		

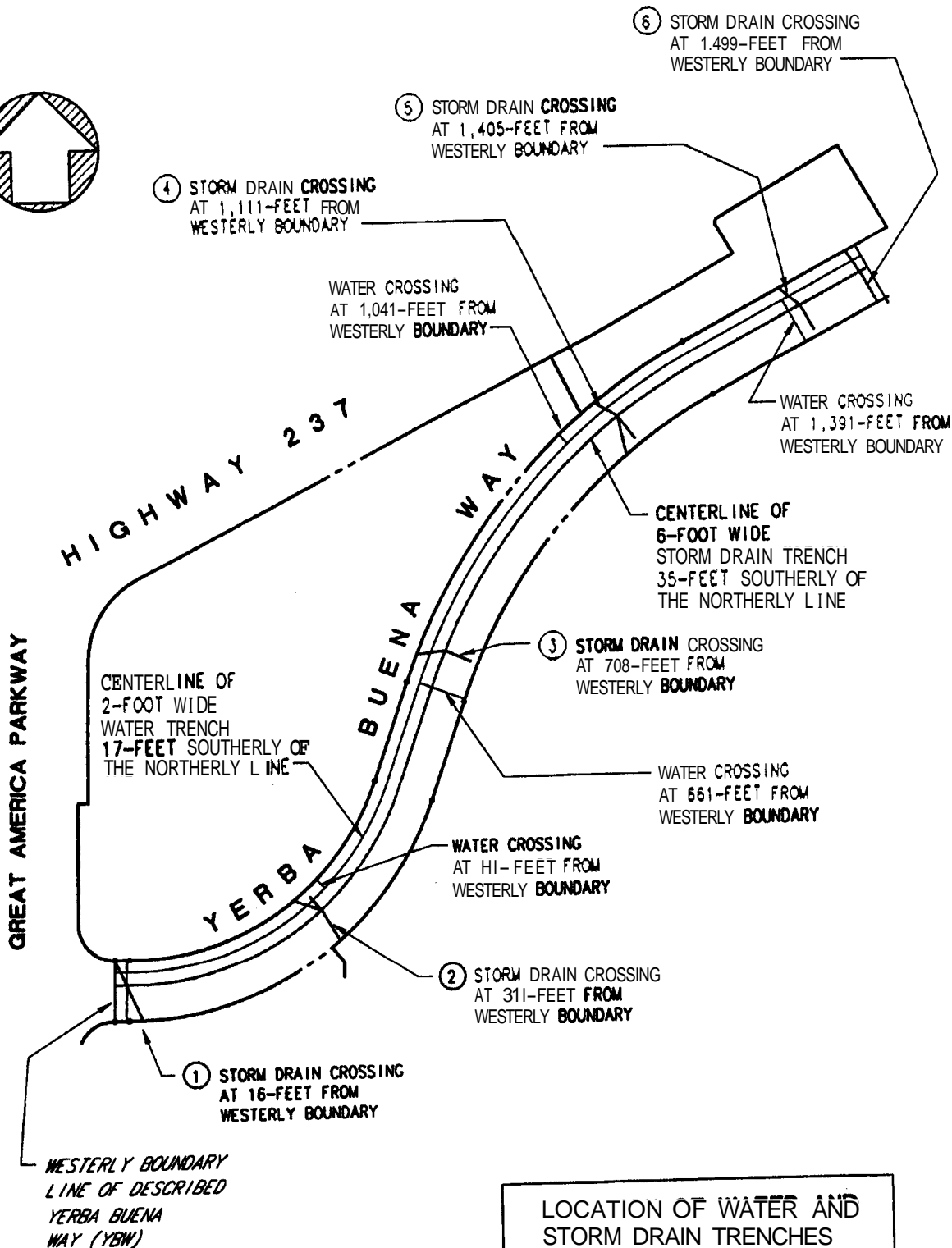
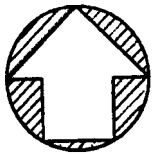
CITY OF SANTA CLARA

PLAT OF LEGAL DESCRIPTION
YERBA BUENA WAY

Scale	1" = 200'
Ref.	SC 17,839
Tracing No.	11,278-A

11,278-A

PAGE 2 OF 3



LOCATION OF WATER AND
STORM DRAIN TRENCHES

K:\... \AUTOCAD\LPD\NELSON\SC17839 DTSC 200 SCALE.DWG		
Revised		
Drawn By	ND	4-25-02
Checked By	D3m	6-27-02
Approved By	Steve Yoshino	Date 6-27-02
STEVE YOSHINO DPW/CITY ENGINEER		

CITY OF SANTA CLARA

PLAT OF LEGAL DESCRIPTION
YERBA BUENA WAY

Scale	1" = 200'
Ref.	SC 17,839
Tracing No.	11,278-A